

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **NOTICE TO BIDDERS SPECIFICATION NO. 07-184**

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

### **PRODUCTION OF LIMESTONE ROCK**

#### **MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS**

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, June 20, 2007**, in the office of the Purchasing Agent, "**K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

Specifications may be downloaded from the City/County Purchasing Division Website at: [www.lincoln.ne.gov](http://www.lincoln.ne.gov) key word search "bid", select current year, select specification number listed above. All specifications are in PDF format.

**FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.**

#### **COMMISSIONERS**

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DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

**SPECIFICATIONS**  
**FOR**  
**ROCK PRODUCTION**  
**FOR**  
**LANCASTER COUNTY, NEBRASKA**  
**PROJECT NO. 2008-01P**

**GENERAL REQUIREMENTS**

**Bid Documents and Requirements:** Copies of the specifications (Standard Specifications, General Requirements, Special Provisions, Instructions to Bidders, etc.), proposal forms and other required bid documents may be obtained at the office of the Purchasing Agent. Bidders are required to examine the same and satisfy themselves that all requirements are fully understood.

**Filing of Proposals:** All bids must be submitted on Proposal forms provided by Lancaster County; bids submitted on bidder's own quotation sheets will not be accepted. Each proposal shall be enclosed in a sealed envelope showing the name and address of the bidder and the name and number of the project for which the proposal is being submitted. No bidder shall submit more than one (1) proposal, nor submit two (2) or more proposals under different names.

**Purchase Order/Payment Voucher Issuing:** Purchase orders, payment vouchers and checks will be issued only under the same firm name as the name appearing on the proposal documents.

**Producer/Hauler:** In the case where the producer is also the hauler, there will be a separate invoice issued for payment of the production and a separate invoice issued for payment of the haul.

**Bid Bond:** None required.

**Performance Bond:** Five days following the County Board's award of bid, the successful bidder will be required to submit a 50% performance bond.

**Certificate of Independent Price Determination:** Bidders shall submit, as a condition of the acceptance of their bid, the attached Certificate of Independent Price Determination executed by bidder's authorized representative.

**References:** If producer has not supplied material to Lancaster County for three (3) years or more, bidder shall submit (3) references with the bid documents.

**Certificate of Insurance:** Bidder shall submit a valid Accord Certificate meeting the County's requirements with their proposal information.

**READ INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY ROAD/BRIDGE PROJECTS

### LANCASTER COUNTY, NEBRASKA

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#### SECTION 1 - GENERAL NOTICE

Sealed proposals for 2008-01P Production of Limestone Rock, Gravel Surface Coarse Material and Ice Control Material, will be received by the Purchasing Agent of Lancaster County, Nebraska, at their office, up to the hour of 12:00 noon, local time, on May 23, 2007, at which time and place they will be publicly opened and read aloud. Bidders are invited to be present.

#### SECTION 2 - BID DOCUMENTS

Copies of the Proposal, Specifications (Standard Specifications, Special Provisions, General Requirements, etc.), Plans (if required) and other document forms may be obtained at the office of the County Engineer. Bidders are required to examine the same and satisfy themselves that all requirements are fully understood. They should also personally inspect the location of the project upon which they are bidding.

#### SECTION 3 - BIDDER'S REPRESENTATION

Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents and the bid has been made in accordance therewith.

Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### SECTION 4 - BIDDING PROCEDURE

Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any underlining, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form or make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the bid document.

Bid prices shall be submitted on the Proposal Form Included in the bid document.

Each bid must be legibly printed in ink or by typewriter, include the full name, business address and telephone number of the bidder and be signed in ink by the bidder.

A bid by a firm or organization other than a corporation must include the name and address of each member.

A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.

Any person signing a bid for a firm, corporation or other organization must show evidence of his authority so to bind such firm, corporation or organization.

No bidder shall submit more than one proposal nor submit two or more proposals under different names.

Each proposal shall be enclosed in a sealed envelope showing the name and address of the bidder and the name of the project for which the proposal is being submitted. All proposals must be delivered to the City of Lincoln, Purchasing Agent, located at The 'K' Street Complex, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, on or before the time and date prescribed above.

Bids received after the time and date established for receiving bids will be rejected.

#### SECTION 5 - BIDDER'S SECURITY

Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated in the proposal form.

If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

Each bid security will be returned to the unsuccessful bidder(s) when the award of bid is made.

Bid security will be returned to the successful bidder(s) as follows:

1. For single order bids with specified quantities: upon the delivery of all equipment or merchandise and upon final acceptance by the County.
2. For all other contracts: upon approval by County of the executed contract and bonds.

County shall have the right to retain the bid security of bidders to whom an award is being considered until either:

1. A contract has been executed and bonds have been furnished.
2. The specified time has elapsed so that the bids may be withdrawn.
3. All bids have been rejected.

Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

1. If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
2. If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### SECTION 6 - QUALIFICATION OF BIDDERS

The bidder shall either be currently qualified with the Nebraska State Department of Roads for the group or groups of work to be bid on this contract or the bidder shall provide proof of responsibility to the satisfaction of Lancaster County. Generally, proof of responsibility shall consist of providing a brief resume of work successfully completed by the bidder that is similar to the type of work being bid. Additional information may be required by the County in order to determine a prospective bidder's qualifications.

All bidders shall complete the Contractor Work Resume forms provided herein and file it with their bid. The resume shall include projects which are similar to the type of work being bid for which the bidder had direct control over and was charged with full responsibility of the outcome.

#### SECTION 7 - EQUAL OPPORTUNITY

Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age or marital status.

## SECTION 8 - CLARIFICATION OF SPECIFICATION DOCUMENTS

Bidders shall promptly notify the County Engineer of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the County Engineer at least seven (7) calendar days prior to the date and time for receipt of bids.

Interpretations, corrections and changes made to the Specification Documents will be made by written addenda.

Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

## SECTION 9 - ADDENDA

Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.

Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.

Copies of addenda will be made available for inspection at the office of the County Engineer.

No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid or an addendum which includes postponement of the bid.

Bidders shall ascertain prior to submitting their bid that they have received all addenda issued and they shall acknowledge receipt of addenda on the proposal form.

## SECTION 10 - DELIVERY

All bids shall be based on the delivery schedule specified on the proposal. Time required for delivery of labor, materials, services, etc. as specified in the proposal is hereby made an essential element of the bid.

## SECTION 11 - BID EVALUATION AND AWARD

The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance, by the County, of purchase orders, contract award notifications or other contract documents appropriate to the work.

A bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids and each bidder so agrees in submitting the bid.

In the case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

A bid containing an escalator clause or any qualification of price conditions which makes it impossible to bill at a price higher than the price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown in the proposal, in which case such higher price will be used for comparison of bids.

If an error is discovered in the estimated quantities during the advertisement period, every effort will be made to issue an addendum correcting the discrepancy. However, if in the opinion of the County Engineer, an addendum cannot be issued prior to the filing of the proposals, the County reserves the right to evaluate the proposals based on the known quantities at the time the proposals are opened.

The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County.

The County reserves the right to accept or reject any or all bids, or parts of bids; to request rebids and to waive irregularities and technicalities in bids, insofar as shall best serve the requirements and interests of the County.

## SECTION 12 - CONTRACT AND BOND

Within fourteen (14) calendar days after the acceptance of the bid, the successful bidder must execute a written Contract between the bidder and the County; such contract will incorporate the County's contract documents and be on forms provided by the County. Failure to enter into such a contract with the County within such time period will cause a forfeiture of the bidder's bid security to the County as fully liquidated damages. Also within such time period, the successful bidder must furnish, on forms provided by the County, a performance and labor and material payment bond, in the sum of one hundred percent (100%) of the contract price, executed by the bidder and by a corporate surety company authorized to transact business in the State of Nebraska. Such bond shall be conditioned upon the faithful performance of all the terms and conditions of the contract documents, including the holding harmless of the County from failure to do so, and including the making good of any and all guarantees which the contract documents may require; and, such bond shall be further conditioned upon the payment of all laborers and materialmen who provide labor, materials, etc. actually used or rented in the performance of the contract, including insurance premiums and interest.

## SECTION 13 - INSURANCE

All bidders shall take special note of the Contractor's Comprehensive General Liability and Workmen's Compensation and Employer Liability insurance requirements of the contract documents. The contractor will also be required to provide Builder's Risk Insurance if the project involves the construction of a building or alterations to existing buildings.

The successful bidder must provide proof of insurance in accordance with the contract documents within fourteen (14) calendar days after acceptance of the bid.

## SECTION 14 - INDEMNIFICATION

The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation listed above shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## SECTION 15 - LAWS

The Laws of the State of Nebraska shall govern the rights, obligations and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## SECTION 16 - INDEPENDENT CONTRACTOR

It is the express intent of the parties that this Contract shall not create an employer-employee relationship, and the Contractor, or any employee or other person acting on behalf of Contractor in the performance of this Contract, shall be deemed to be Independent contractor(s) during the entire term of this Contract or any renewals thereof. Contractor shall be responsible for all compensation and benefits payable to Contractor's employee(s) under this Contract and Contractor's employees shall not be entitled to any compensation from County or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

# SEALED BID

## SPECIFICATION NO. 07-184

BID OPENING TIME: 12:00 NOON  
DATE: Wednesday, June 20, 2007

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_\_ through \_\_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

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The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed project, the Specifications, Instructions to Bidders and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

### PROPOSAL FOR WORK

LANCASTER COUNTY, NEBRASKA

### ROCK PRODUCTION

CO. ENGINEER'S PROJECT #2008-01P

1. Rock for Surfacing - Type 'A' material F.O.B. at the production site.

<u>Quantity</u>	<u>Price/Ton</u>	<u>Total</u>
2,000 tons (minimum)	\$_____	\$_____
Production Site Location_____		

2. Rock for Surfacing - Type 'B' material F.O.B. at the production site.

<u>Quantity</u>	<u>Price/Ton</u>	<u>Total</u>
2,000 tons (minimum)	\$_____	\$_____
Production Site Location_____		

Bid prices per ton firm through July 1, 2008: Yes\_\_\_\_\_ No\_\_\_\_\_

NOTE: Complete and submit with your offer the "Certificate of Independent Price Determination". It is the County's intent to bid out the hauling of products at a later date on an as needed basis to various locations within Lancaster County. The Producer will be selected with the hauler to arrive at the overall best value for the County.

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**NOTE: RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC #07-161**

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The undersigned signatory for the bidder represents and warrants that he/she has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
STREET ADDRESS OR PO BOX

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
CITY                      STATE                      ZIP CODE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
E-MAIL ADDRESS

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE DURING NORMAL BUSINESS HOURS, AFTER, TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID.

## SPECIAL PROVISIONS

1. The supplier is requested to bid only on the class and/or type of material for which he wishes to be considered eligible.
2. The unit price per ton bid by the supplier is understood to include the loading of trucks.
3. The unit price per ton shall be guaranteed until **July 1, 2008**.
4. The award of individual bids for specific County projects shall be based on class and/or type of material required for that project and the summation of haul rates and production site prices.
5. Certification checks performed by the County that do not pass the indicated specifications shall be cause for rejection of that load and non-payment for that load. Successive infractions of the certification shall be considered in future bidding privileges for that class of material.

6. **Rock For Surfacing, Type 'A' - ("47"- B Coarse Aggregate for Concrete)**

All aggregate furnished under this section of the Special Provisions shall be of "Concrete Quality" and will be certified to conform to all requirements of the "1985 State of Nebraska Department of Roads Standard Specifications for Highway Construction", Section 1006, Subsections 1006.01, 1006.02, 1006.03, 1006.04, 1006.05, 1006.06, 1006.07, 1006.08, 1006.09 and 1006.10.

The gradation requirements will be as set forth in Section 1015, Table 1015.02 for "47-B" Coarse Aggregates for Concrete.

The Producer will meet the certification requirement by submitting laboratory test results with the bid. The laboratory tests will be done by an independent laboratory or the Nebraska Department of Roads. Laboratory testing will be done by the producer at no expense to the County. Laboratory results will attest to the conformance of the product offered in the proposal, under this Section of the Special Provisions.

7. **Rock For Surfacing, Type 'B' - ("47"- B Coarse Aggregate for Concrete)**

All aggregate furnished under this section of the Special Provisions shall be of "Concrete Quality" and will be certified to conform to all requirements of the "1985 State of Nebraska Department of Roads Standard Specifications for Highway Construction", Section 1006, Subsections 1006.01, 1006.02, 1006.03, 1006.04, 1006.06, 1006.07, 1006.08, 1006.09 and 1006.10.

Subsection 1006.05 is null and void and revised to read as follows:

1. The percent of clay lumps, shale or soft particles shall not exceed the following amounts:

Clay lump.....	0.5 percent
Shale.....	3.0 percent
Soft Particles.....	3.5 percent

Any combination of clay lumps, shale and soft particles shall not exceed 5.5 percent.

2. Coarse aggregate for concrete shall be free of coatings that will inhibit bond and injurious quantities of loam, alkali, organic matter, thin or laminated pieces, chert or other deleterious substances as determined by the engineer.

The gradation requirements will be as set forth in Section 1015, Table 1015.02 for "47-B" Coarse Aggregates for Concrete.

It is to be understood that the County shall test or have tested the materials at the production site for comparison to the requirements of the Special Provisions and will spot check material on the truck to insure that the intent of the Special Provisions are met.

**CERTIFICATE OF INDEPENDENT  
PRICE DETERMINATION**

- (a) By submission of this bid, the bidder certifies that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor;
  - (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.
- (b) Each person signing this bid certifies that:
- (1) He or she is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he or she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or
  - (2) He or she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

\_\_\_\_\_  
Signature of vendor's authorized representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(Accepting a bidder's offer does not constitute acceptance of the bid prices.)